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ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

OF COUNSEL  
URBAN A. LESTER

August 13, 2001

RECORDATION NO. 6690-cccccccc

AUG 13 '01 11:26 AM

SURFACE TRANSPORTATION BOARD

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Re: Amtrak Trust 88

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of an Termination and Release of Lien, dated August 13, 2001, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Security Agreement which was previously filed with the Commission under Recordation Number 6690-MMMM.

The names and addresses of the parties to the enclosed document are:

Secured Party:	Federal Railroad Administration 400 Seventh Street, S.W. Washington, D.C. 20590
Lessee:	National Railroad Passenger Corporation 60 Massachusetts Avenue, N.E. Washington, D.C. 20002
Owner Trustee:	Wilmington Trust Company 1100 North Market Street Wilmington, Delaware 19899

Mr. Vernon A. Williams  
August 13, 2001  
Page 2

A description of the railroad equipment covered by the enclosed document  
is:

One (1) AEM-7 locomotive: AMTK 911.

A short summary of the document to appear in the index is:

Termination and Release of Lien by the Federal Railroad Administration.

Also enclosed is a check in the amount of \$28.00 payable to the order of  
the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the  
undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'R. Alvord', with a stylized flourish at the end.

Robert W. Alvord

RWA/anm  
Enclosures

REGISTRATION NO. 6690-ccccccc **END**

**TERMINATION AND RELEASE OF LIEN  
(AMTRAK TRUST 88)**

**DEC 13 '01 11:36 AM**

**SURFACE TRANSPORTATION BOARD**

THIS TERMINATION AND RELEASE OF LIEN dated as of August 13, 2001 (this "*Agreement*"), is among the Administrator of the Federal Railroad Administration of the United States Department of Transportation (the "*Administrator*"), acting (unless otherwise specified herein) on behalf of and as the delegate of the Secretary of the Department of Transportation (the "*Secretary*"), the National Railroad Passenger Corporation ("*Amtrak*") and Wilmington Trust Company, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee (the "*Owner Trustee*").

WHEREAS, pursuant to a Security Agreement dated October 5, 1983, between the Administrator and Amtrak (the "*FRA Security Agreement*"), Amtrak granted to the Administrator a security interest in certain rolling stock owned by Amtrak, including the locomotive bearing Amtrak Road Number 911 and Manufacturer's Serial Number 776073-12 as more completely described on Schedule 1 attached hereto (the "*Replacement Locomotive*"), as well as other rolling stock acquired by Amtrak after the date of the FRA Security Agreement, subject to the terms and provisions of the FRA Security Agreement;

WHEREAS, pursuant to that certain Participation Agreement dated as of December 1, 1988, among Amtrak, Pacific Harbor Capital, Inc., formerly known as PacificCorp Finance, Inc. (the "*Owner Participant*"), AUSA Life Insurance Company, Inc., as successor in interest to The Mutual Life Insurance Company of New York (the "*Noteholder*"), State Street Bank and Trust Company, as successor in interest to The Connecticut Bank and Trust Company, National Association, not in its individual capacity but solely as Indenture Trustee (the "*Indenture Trustee*"), and Owner Trustee, as modified, amended, and supplemented to the date hereof (the "*Participation Agreement*"), Amtrak sold, transferred and assigned to Owner Trustee all of Amtrak's right to purchase certain Electro-Motive Division, General Motors Corporation model AEM-7 electric locomotives (the "*Locomotives*"), including the Locomotive bearing Amtrak Road Number 948 and Manufacturer's Serial Number 876006-2 (the "*Replaced Locomotive*"), from the manufacturer thereof and Amtrak leased such Locomotives from Owner Trustee pursuant to that certain Lease of Railroad Equipment, dated as of December 1, 1988, between Amtrak and Owner Trustee, as modified, amended, and supplemented or otherwise modified to the date hereof (the "*Lease*");

WHEREAS, Amtrak desires to substitute under the Lease and the Indenture the Replaced Locomotive with the Replacement Locomotive;

WHEREAS, it is a condition to Owner Participant's, Owner Trustee's, Indenture Trustee's and Noteholder's agreement to permit such substitution that, among other things, title to the Replacement Locomotive be transferred from Amtrak to Owner Trustee free and clear of any and all Liens (other than Permitted Liens and Lessor's Liens) (including, without limitation, the Administrator's Lien under the FRA Security Agreement);

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. All right, title and interest of the Administrator in and to the Replacement Locomotive is hereby terminated and released.

2. The Administrator represents and warrants that (a) neither the execution nor delivery of this Agreement nor fulfillment nor compliance with the terms and provisions hereof will conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under, any agreement or instrument to which it, the Secretary or the United States Government is now subject, (b) this Agreement constitutes the legal, valid and binding obligation and contract of the Administrator and the Secretary, enforceable against the Administrator and the Secretary in accordance with its terms, and (c) he/she has full authority to terminate and release all of its right, title and interest in and to the Replacement Locomotive.

3. This Agreement may be amended only by an agreement in writing signed by the parties hereto and shall specifically refer to itself as an amendment thereto. This Agreement shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

4. Nothing in this Agreement affects any priority which may be claimed by Owner Trustee by operation of law including, but not limited to, title 49 U.S.C. § 11301, the Uniform Commercial Code, and other applicable state and federal law.

5. Amtrak hereby consents and agrees to the terms of the foregoing.

6. Owner Trustee represents and warrants that the entering into and the performance of the terms of this Agreement are within its corporate powers and have been duly authorized by all necessary corporate actions, and are not in violation of any law, statute, regulation or decree.

7. The parties hereby agree that Owner Participant, Indenture Trustee and Noteholder (and each of their respective successors and assigns) are third party beneficiaries of this Agreement.

8. The terms of this Agreement and all rights and obligations hereunder shall be governed by the law of the District of Columbia without regard to conflicts or choice of law provisions.


9. Capitalized terms and phrases used and not otherwise defined herein shall for all purposes of this Agreement have the respective meanings specified therefor in Annex A to the Participation Agreement.

10. This Agreement may be executed in several counterparts (or upon separate signature pages bound together into one or more counterparts), such counterparts together constituting but one and the same instrument.

[signature pages follow on next page]

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties hereto have executed this Agreement.

FEDERAL RAILROAD ADMINISTRATION

By:   
Name:  
Title:

NATIONAL RAILROAD PASSENGER  
CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

WILMINGTON TRUST COMPANY,  
not in its individual capacity, but solely as  
Owner Trustee

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties  
hereto have executed this Agreement.

FEDERAL RAILROAD ADMINISTRATION

By: \_\_\_\_\_  
Name:  
Title:

NATIONAL RAILROAD PASSENGER  
CORPORATION

By: Dale M. Stein  
Name: Dale M. Stein  
Title: Treasurer

WILMINGTON TRUST COMPANY,  
not in its individual capacity, but solely as  
Owner Trustee

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, the undersigned duly authorized officers of the parties hereto have executed this Agreement.

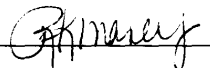
FEDERAL RAILROAD ADMINISTRATION

By: \_\_\_\_\_  
Name:  
Title:

NATIONAL RAILROAD PASSENGER CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

WILMINGTON TRUST COMPANY,  
not in its individual capacity, but solely as  
Owner Trustee

By:  \_\_\_\_\_  
Name: **Roseline K. Mancy**  
Title: **Assistant Vice President**

DISTRICT OF COLUMBIA

)  
) ss  
)

On this 17<sup>th</sup> day of August, 2001, before me personally appeared Allan Rutter to me personally known, who being by me duly sworn, says that he/she is the Administrator of the FEDERAL RAILROAD ADMINISTRATION, who acknowledged himself/herself to be a duly authorized officer of the FEDERAL RAILROAD ADMINISTRATION, and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

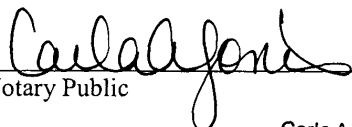
Barbara J. Jackson  
Notary Public

My Commission Expires: 11/14/04



DISTRICT OF COLUMBIA     )  
  ) ss  
  )

On this 31 day of July, 2001, before me personally appeared  
Dale M. Stein, to me personally known, who being by me  
duly sworn, says that he/~~she~~ is the Treasurer of NATIONAL RAILROAD  
PASSENGER CORPORATION, that said instrument was signed on behalf of said corporation  
by authority of its Board of Directors, and he/she acknowledged that the execution of the  
foregoing instrument was the free act and deed of said corporation.

  
Notary Public

My Commission Expires: Carla A. Jones  
Notary Public, District of Columbia  
My Commission Expires 04-30-2006

STATE OF DELAWARE                     )  
  ) ss  
COUNTY OF NEW CASTLE            )

On this 30<sup>th</sup> day of July, 2001, before me personally appeared **ROSELINE K. MANEY**, to me personally known, who being by me duly sworn, says that he/she is the **Assistant Vice President** of WILMINGTON TRUST COMPANY, that said instrument was signed on behalf of said Delaware banking corporation by authority of Wilmington Trust Company's Board of Directors, and he/she acknowledges that the execution of the foregoing instrument was the free act and deed of said Wilmington Trust Company.

  
Notary Public

My Commission Expires: \_\_\_\_\_

**KATHERINE C. JANNUZZIO**  
**NOTARY PUBLIC-DELAWARE**  
My Commission Expires May 24, 2004

SCHEDULE 1 TO  
TERMINATION AND RELEASE OF LIEN

**DESCRIPTION OF REPLACEMENT LOCOMOTIVE**

<b>Equipment Type</b>	<b>Amtrak Equipment Number</b>	<b>Manufacturer's Serial Number</b>
One (1) Electro-Motive Division, General Motors Corporation AEM-7 Electric Locomotive	911	776073-12